



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute a New Franchise Service Agreement with Central Valley Waste Services, Inc.

MEETING DATE: February 20, 2002

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council adopt a resolution authorizing the City Manager to execute a new franchise service agreement with Central Valley Waste Services, Inc., for solid waste removal.

BACKGROUND INFORMATION: Central Valley Waste Services, Inc. (CVWS) has given excellent service with reasonable rates. Their rates have not increased since 2000. Under the existing franchise agreement, the City had the option to notify CVWS of renewal with the current contract terms at least eighteen months prior to July 1, 2003. On June 20, 2001, the City Council directed staff to negotiate a new agreement with CVWS. In subsequent meetings with the Council, staff and CVWS outlined a number of changes and new programs and have negotiated a new agreement.

The original franchise agreement for solid waste collection in the City of Lodi, approved in 1988, has been amended a number of times over the years; therefore, the City wished to rewrite the agreement to be much more extensive and beneficial to the City and CVWS. Incorporated into this new agreement are additional programs and services as well as those already being performed by CVWS. The new diversion regulations of AB 939 have also been included as a part of this new agreement. The significant changes and new programs are:

- Commercial customers will see a savings cost due to the elimination of the separate rental fee for containers
- No charge to commercial customers who utilize containers for recycling
- Set rates April 8, 2002, through March 31, 2005
- Increase in insurance coverage
- AB 939 services
- Illegal dumping pick-up program
- Transfer station vouchers
- City leaf disposal

The new agreement will be effective April 1, 2002, and supercedes the old agreement for the final year. It also adds seven years; therefore, the new agreement will expire March 31, 2010. There is an option to renew for a seven-year period at the end of the term.

APPROVED: _____

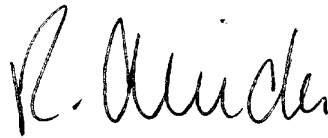

H. Dixon Flynn -- City Manager

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The schedule of rates will be included as a part of the new agreement. The schedule will be addressed in a separate Council Communication and be adopted by a separate resolution once the City Code is amended (also a separate Council Communication).

Staff is also preparing additional background information in response to questions raised at the Council Shirtsleeve Session on January 29, 2002. This information will be presented at the Council meeting. CVWS has provided the attached letter regarding replacement of vehicles. A copy of the agreement showing revisions since the Shirtsleeve Session is also attached. Note that many of the changes are editorial in nature. The significant changes involve the time of collection (Section 13), insurance limits (Section 26), assignment clause (Section 28) and the AB 939 services (Section 5e).

FUNDING: None required.



for Richard C. Prima, Jr.
Public Works Director

Prepared by Rebecca Areida, Management Analyst
RCP/RA/lm
attachments

cc: Randy Hays, City Attorney
Alex Oseguera, Central Valley Waste Services, Inc.
Tom Sanchez, Central Valley Waste Services, Inc.



Central Valley Waste Services, Inc.
A WASTE MANAGEMENT COMPANY

1333 E. Turner Road
P.O. Box 241001
Lodi, California 95241-9501
(209) 369-8274
(209) 369-6894 Fax

February 8, 2002

Dixon Flynn, City Manager
City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241

Dear Mr. Flynn,

This letter is in response to the equipment question that arose at the January 29, 2002 shirtsleeve session regarding Central Valley Waste Service's (CVWS) vehicle replacement schedule.

The CVWS fleet has an ongoing replacement schedule and up to eight (8) new vehicles will be implemented in the Lodi collection fleet in the years 2001 and 2002. These vehicles have been approved and the capital expense has been authorized. I would like to assure the Lodi City Council that these trucks have been ordered and should arrive on schedule.

I would like to reiterate our corporate commitment to maintaining a rigorous maintenance program that will assist in keeping our equipment in proper working condition as well as acting as a safe guard against potential environmental issues.

Waste Management is committed to continuing to provide excellent service and maintaining a win/win relationship with the City of Lodi and its residents.

Respectfully yours,

Rick Acuna
Vice-President
Northern California Region/WMI

Cc: Richard Prima, Public Works Director
Alex Oseguera, District Manager/CVWS
Thomas A. Sanchez, Division Municipal Contract Manager/WMI
Nick Sikich, Division Vice-President/WMI

**CITY OF LODI
PUBLIC WORKS DEPARTMENT**

**AGREEMENT FOR SOLID WASTE COLLECTION, RECYCLING AND GREEN WASTE
COLLECTION AND PROCESSING SERVICES IN THE CITY OF LODI BY AND
BETWEEN THE CITY OF LODI AND USA WASTE OF CALIFORNIA INC., dba CENTRAL
VALLEY WASTE SERVICES, A WASTE MANAGEMENT COMPANY.**

THIS AGREEMENT is made and entered into this _____ day of _____, by and between the
CITY OF LODI, hereinafter referred to as "CITY" and- USA WASTE OF CALIFORNIA, INC., DBA
CENTRAL VALLEY WASTE SERVICES, hereinafter referred to as "CONTRACTOR."

W I T N E S E T H

WHEREAS, ~~these services have been provided by~~ Contractor has provided solid waste management
services to City and Contractor has represented and warranted to City that it has the experience,
responsibility, and qualifications to provide to the residents and businesses in the franchise area,
services for the collection and safe transport to disposal facilities of Solid Waste and City determines
and finds that the public interest, health, safety and well-being would be best served if Contractor were
to provide such services to residents and businesses; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste
Management Act of 1989 ("AB939), has declared that it is within the public interest to authorize and
require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions,
and has established a Solid Waste management process which requires cities and other local agencies
to implement plans for source reduction, reuse and recycling as part of their integrated waste
management practices; and

WHEREAS, City and Contractor are mindful of the provisions of the laws governing the safe
collection, transport, recycling and disposal of Solid Waste, including AB 939, the Resource
Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and
Liability Act ("CERCLA"); and

WHEREAS, City and Contractor desire to enter into a new agreement to provide for specified solid
waste collection, curbside recyclable collection and processing, neighborhood cleanup collection,
green waste collection and processing, and illegal dumping services;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties hereto agree as
follows:

Section 1 INCORPORATION OF ABOVE RECITALS

The foregoing recitals are hereby incorporated into this Agreement by reference.

Section 2 DEFINITIONS

For purposes of this Agreement, the following definitions apply in addition to those not included herein but that are defined by Municipal Code:

- a. Refuse - Any and all discarded items and substances of every kind, including salvageable or ~~Recyclable~~ ~~Materials~~, and garden wastes, but not including sewage, septic tank contents, sand trap contents, grease trap contents, infectious wastes or hazardous wastes as defined by state and/or federal law.
- b. Recyclable Materials – ~~Refuse consisting of~~ Plastic bottles, tin, steel and aluminum cans, glass bottles and jars, newspapers, brown paper bags, corrugated cardboard, chipboard, colored paper and bags, magazines, white and colored paper, as well as all other materials included in the State CRV program.
- c. Yard and Garden Waste (Green Waste) – Refuse consisting of grass, leaves, wood chips, green plants, weeds, tree branches and garden trimmings, but does not include stumps or similar bulky wood materials.

Section 3 SERVICE AREA

All customers, except industrial, within the City shall be exclusively serviced by Contractor. At that time, the service area shall be the entire incorporated boundaries of the City of Lodi, including any changes to those boundaries that may occur during the term of this Agreement to the extent allowed by law.

Section 4 SERVICE TYPES

All single family dwelling and duplex customers are to have multi-cart service. All other customers will have the option to utilize cart service or container service.

- a. Multi-cart service includes the following:
 - Refuse cart (for non-Recyclable Materials and non-green waste)-(brown) – 1-20 gallon, 1-38 gallon, 1-64 gallon or 1-96 gallon
 - Recycling cart (green) - up to 3-64 gallon
 - Yard and Garden cart (gray) - up to 3-96 gallonCart sizes indicated are minimum sizes and may be increased at Contractors option.

- b. Container refuse service will be offered in sizes ranging from one (1) cubic yard to fifty (50) cubic yards. A maximum of two (2) recycling and yard and garden containers will be offered to each customer with no additional fees. These containers will be offered in two (2) and four (4) cubic yard sizes.
- c. Container refuse customers may have the option to utilize cart recycling and yard and garden services.
- d. Multi-cart service customers may have the option to use container recycling service as approved by City in consultation with Contractor on a case by case basis.

Section 5 SCOPE OF SERVICE

- a. Multi-cart collection service of refuse (other than for Recyclable Materials and green waste) will be ~~weekly at a minimum~~ once a week, whereas ~~recyclables~~ Recyclable Materials and green waste will alternate on a weekly basis Monday through Friday. Extra frequency and special services will be offered for additional charges as needed or requested by customer.
- b. Container service levels will be determined by the needs of the individual customer. Frequency of collection will be determined by the need of the customer. Service will be available Monday through Saturday at standard rates. ~~Emergency~~ Sunday service will be offered at a premium rate set in Exhibit A, as needed or requested by customer for an additional charge.
- c. ~~When a scheduled collection day falls on a holiday (i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day), Contractor may, at its option and upon notice to its customers by publication in a local newspaper of general circulation, collect either on the holiday or on the day immediately prior to, or delay collection schedules one day. Contractor may also have the option to delay collection to the Saturday before or after the holiday.~~
- d. Service shall include providing all labor, equipment, tools, materials, trucks, containers, and carts, supervision, management, and all other items incidental thereto, and to perform all work necessary, to complete the work as specified, and in the prescribed manner and time for the collection of refuse, ~~recyclables~~ Recyclable Materials, neighborhood cleanup materials, and green waste, and the provision of other specified services in the City.
- e. Contractor will provide a Recycling and Education Awareness Program. As an incentive and recognition for City and schools participating in the Recycling Education Awareness Program, Contractor will donate on an annual basis, a portion of the revenues available from the sale of ~~recycling material~~ Recyclable Materials generated from the City to the schools within the City limits of Lodi. The donated amount will be at least twenty-five thousand dollars (\$25,000) per year based on the Contractor's established criteria. This amount will increase five hundred dollars (\$500) per year over the life of this agreement. Contractor shall report to City annually.
- f. Contractor in coordination with City will provide comprehensive AB 939 services including:

- Contractor shall submit a draft of the Source Reduction and Recycling Element (SRRE) document for City's review and assist City in the submission.
- Assist City in preparing the Annual Report, including all necessary documentation and reports.
- Prepare the quarterly and annual tonnage reports, and submit to City.

Contractor shall defend, indemnify and hold harmless City with respect to the City's failure to meet its AB 939 diversion goals as a result of the Contractor's failure to meet the applicable diversion goals for the materials collected by Contractor. Such indemnity shall be limited to exclude all damages or claims to the extent that they are caused by, arise from or in connection with (i) any negligent actions or omissions or willful misconduct of the City, or its employees, agents, appointed and elected officials; or (ii) the failure of the City or its employees, agents, appointed and elected officials to comply with or enforce applicable solid waste and/or recycling statutes, ordinances, regulations, or other requirements, other than failures attributable to Contractor's performance under this Agreement. The extent of the Contractor's liability under this Section shall not exceed the amount of Contractor's proportionate share of fault.

g.f. Contractor will provide an illegal dumping pick-up program coordinated between City and Contractor. The illegal dumping service will be provided on public property and City and railroad rights of way only. City will notify Contractor of the illegal dump location, Contractor will be required to collect item(s) within five (5) business days of notification. Contractor will not be required to pick-up toxic or hazardous materials. Upon verification of the identity of the person(s) responsible for the illegal dumping, City will be obligated to prosecute in accordance with local and state litter laws and collect the fees equal to Contractor's extra and special charges in addition to any fees or fines that may be imposed by City. City will pay Contractor for costs incurred if fees are collected. Contractor may at its option accept items from City at no charge to City. City shall cooperate with Contractor to verify the identity of persons responsible.

h.g. Contractor will provide an annual neighborhood curbside clean-up collection service once a year. This service will be limited to the equivalent of six 38-gallon refuse carts at the curb. Items must be bagged, bundled, boxed or containerized and weigh less than fifty (50) pounds per container. Items to be disposed must be at the curb, directly in front of the residence and must be away from parked cars and refuse carts. Items must be at the curb by 5:00 a.m. on a regular refuse service date. Contractor will notify all residents of a schedule indicating the dates of the clean up and provide instructions approved by City. This annual service is at no additional charge to all customers. Unacceptable items include dirt, concrete, liquids, toxic or

hazardous materials, cathode ray tubes (CRT) and large heavy metals such as auto bodies and engines.

h. The following two services shall be provided to all customers to assist in helping the City of Lodi discourage illegal dumping and the accumulation of refuse:

- Contractor will provide each customer with one (1) "Transfer Station Voucher". These vouchers will allow each customer with the ability to bring to Contractor's transfer station a volume of up to two (2) cubic yards of refuse per voucher at no cost. Voucher must be presented upon entrance into transfer station. Unacceptable items include commercial waste, dirt, concrete, tires, liquids, toxic or hazardous materials, cathode ray tubes (CRT) and large heavy metals such as auto bodies, engines, transmissions, refrigerators and air- conditioners that still have CFC's.
- Contractor will provide at its transfer station an annual dump day. At this event customers within the city limits of Lodi may bring a car, pick-up or trailer (not to exceed two (2) cubic yards) load of refuse at a reduced transfer station fee. Proof of residency shall be required. Unacceptable items as defined above.
- Contractor shall get approval from City for the dates of the above services.

i. Contractor shall be responsible for all costs associated with the advertising and promotion of special services and activities within ~~the scope of services~~ this agreement.

j. Contractor will provide transporting, marketing and processing of all collected ~~Recyclable~~ Materials. Contractor shall have the full and exclusive right to all ~~recyclable~~ Recyclable Materials or salvageable material collected in connection with the solid waste and shall have the exclusive right to any funds realized from the sale of ~~recycled~~ Recyclable Materials or salvaged materials.

k. Contractor will provide disposal services for the City's Annual Fall Leaf Removal at no additional charge to the City. The following conditions will apply:

- Limited to twelve hundred (1200) tons per year.
- Leaves will be delivered by the City to the Contractor's transfer Station; and Contractor shall issue a weight tag to City.
- Leaves must be free of contamination. Loads that are contaminated more than one (1) percent will be charged a disposal fee.
- Leaves will be accepted at no charge within the dates established for this program.

l. Additional Services. If City requests new programs then Contractor shall provide such service programs within the City if requested by the City, provided that the City provides increased

rates and/or additional funding at a level that is mutually agreeable to City and Contractor. Contractor shall not be obligated to institute any such new program until such time as Contractor's compensation is increased to provide the funding to support such new programs. The funding of any such new programs required by City of Contractor shall be determined by separate negotiated agreements between City and Contractor.

~~m.~~ Program Coordination. Contractor understands and acknowledges that Contractor is providing an integral part of a City service. Therefore Contractor shall cooperate with City and its citizens in carrying out the basic task of collecting solid waste, except as provided herein. City shall have no role in Contractor's provision of solid waste service to any other jurisdiction.

~~n.~~ Schedules, Routes, and Literature. Contractor shall make available to City maps and schedules of collection routes and keep such information current at all times.

1. Maps and schedules of collection routes shall be available to City not later than thirty (30) calendar days prior to the initiation of collection operations or changes in operation.
2. Maps and schedules of collection routes shall show the day(s) for regularly scheduled pickup for each route and area.
3. Not less than one week prior to beginning collection operations or changing routes or schedules that alter the day(s) of collection, Contractor at its expense, will so notify each customer affected. Notice shall be made to individual customers, in writing and by public notification by means of local news media.
4. When a scheduled collection day falls on a holiday (i.e. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day), Contractor may, at its option and upon notice to its customers by publication in a local newspaper of general circulation, collect either on the holiday or on the day immediately prior to, or delay collection schedules one day. Contractor may also have the option to reschedule collection to the Saturday before or after the holiday and provide written notice to each customer at least two (2) weeks in advance.

~~o.~~ Care and Diligence. Contractor shall exercise all reasonable care and diligence when collecting refuse. Contractor must exercise due care so as to prevent spilling, scattering, or dropping of collected materials through collector activity and shall immediately, at the time of occurrence, clean up such spillage, dropping or scattering.

Quality of service provided by Contractor shall be monitored and periodically reviewed by City. Contractor shall maintain quality of service. If City determines that Contractor's quality of service is not being maintained, the City shall provide written notice of such failure to

Contractor including a description of the specific deficiencies identified by City and the action necessary to correct such deficiencies. If Contractor fails to correct these deficiencies within ten (10) days of receipt of such notice, such failure shall constitute cause for termination of the Agreement pursuant to Section 29 hereof.

p. Place of Collection. The normal collection point for cart services shall be at the curbside. Backyard service shall be offered at an additional cost as specified in Exhibit A, B and C. The normal collection point for container services will depend on property and business needs that meet City's planning and zoning laws and regulations.

q. Refuse Quantities and Preparations. Customers will be limited in the amounts of solid waste they place for disposal as noted in previous sections and as prepared for collection as noted herein:

1. No single item, bag, box or bundle of refuse shall weigh more than fifty (50) pounds, combined cart and contents, except for automated and commercial truck containers. Containers will be limited by type of materials and size of container, not by weight.
2. Loose un-containerized refuse will not be serviced unless previous arrangements have been made with Contractor.

Section 6 BILLINGS AND PAYMENTS

- a. City shall, as part of its municipal utility billing system, bill regularly scheduled customers and collect payments from them for the refuse collection and transportation services provided by this Agreement. Contractor shall provide City with all necessary billing information as soon as possible but no later than the City's regularly scheduled billing date. City will furnish billing schedule to Contractor. City will bill contractor monthly for billing services - at current rates in effect as of the date of this Agreement and may increase the amount up to the -percentage increases shown in sections 7(b) and (c). If City determines to increase billing charge, City will notify Contractor of said increase thirty days before increase becomes effective.
- b. All solid waste services will be mandatory to ensure adequate protection of public health and safety as provided by City Ordinance. Contractor shall provide mandatory solid waste collection, processing and disposal services required under this Agreement for the rates set forth as attached hereto and incorporated herein as Exhibit A, B and C, as the same may be adjusted in accordance with this Section. Rates for any non-mandatory services shall be established by Contractor.
- e. City shall remit to Contractor each Friday, the net collections in the previous week after deducting from collections a 4.8% franchise fee. City hereby agrees to keep and maintain proper records of its collection hereunder and to make such records available to Contractor or its authorized agent for audit at any reasonable time in the office of the City of Lodi Finance Department.

- f. Contractor shall set up a system of accounting to assure that all accounts are in fact being served by Contractor with appropriate refuse collection, curbside recycling, neighborhood cleanup, green waste collection, processing and other services being provided, as otherwise required by this Agreement.
- g. Contractor shall provide the field and office interface in Lodi with its customers. Requests for service shall be made by customers through City. City shall maintain in writing documentation of all such account contacts on a daily basis so that appropriate customer billing and Contractor compensation may be facilitated.

Section 7 RATES

- a. Rates collected for services shall be set in Exhibit A, B and C. Additional services not in exhibits ~~A~~ to be determined by Contractor.
- b. There will be a 1.5% increase to the rates on April 1, 2003 and April 1, 2004 .
- c. On April 1, 2005, April 1, 2006, April 1, 2007, April 1, 2008 and April 1, 2009, the rates shall be adjusted in a percentage amount equal to eighty percent (80%) of the annual change in the Consumer Price Index for all Urban Consumers for San Francisco-Oakland-San Jose, California area, All Items (1982-84=100) published by the Bureau of Labor Statistics (the Index) for the twelve (12) month period ending December 31 of the preceding calendar year.
- d. In January of each year, Contractor shall send to City a revised rate schedule reflecting the new rates, as adjusted by the Index as provided in this subsection. City Council will act on rate adjustments to be effective on April 1 of that year.
- e. In the event the Consumer Price Index for all Urban Consumers for San Francisco- Oakland-San Jose, California area, All Items (1982-84=100) is no longer published by the Bureau of Labor Statistics, Contractor and City shall negotiate in good faith to agree upon a suitable replacement index reflective of the cost of living in the franchise area.
- f. Contractor may request and City may grant rate changes when contractor incurs increased costs due to a change in federal, state or local laws, rules, regulations, ordinances (other than changes in federal or state income tax laws) or extraordinary increases in fuel, landfill and energy costs.
- h. All extra and special charges are subject to City Review.

Section 8 MATERIALS TO BE COLLECTED

The Contractor shall furnish all labor, supervision, material, permits, licenses, and equipment necessary to provide basic solid waste, recyclable, neighborhood cleanup, yard and garden waste

collection for occupants of specified dwelling units and business establishments within the City, as follows:

- a. Residential and Commercial Refuse, including properly containerized residential and commercial refuse and/or rubbish.
- b. Residential and Commercial Yard and Garden Waste, including grass clippings, weeds, brushes, brush clippings and branch clippings when properly containerized.
- c. Residential and commercial ~~Recyclables~~ Materials, properly containerized. |
- d. Neighborhood cleanup disposables and ~~Recyclables~~ Materials. |
- e. Illegal dump services
- f. Contractor shall not collect toxic, or hazardous waste unless and under such conditions as permitted to do so by the State Health Department.
- g. Contractor may refuse to service a location as specified only when refuse contains illegal materials or is not placed in approved containerization or located in the required pickup area.
- h. Contractor shall discontinue solid waste service at any location as set forth in a written notice sent to it by City. Upon further notification by City, Contractor shall resume collection service on the next regularly scheduled collection day.
- i. All containers will be returned to their proper location after dumping.

Section 9 COLLECTION CONTAINERS

All materials to be collected shall be placed in City approved containers by customers ~~as approved by City~~. |

Section 10 RUBBISH TOO LARGE OR TOO HEAVY FOR COLLECTION

Items too large or heavy for proper containerization such as bundles of brush and branches, heavy earthen materials and other large items that are out of the scope of normal services will be collected for a negotiated price with the customer. If customer requests such special service, these special services will be scheduled outside of the normal collection schedule.

Section 11 NOTIFICATION

In the event the residents shall place items for collection that are too large or otherwise unsuitable for loading into packer equipment, or otherwise misuse the collection service, the Contractor will notify the customer by a tag system approved by City as follows:

- Contractor shall provide an opportunity for the customer to correct the deficiency. Contractor will contact the customer by telephone and provide a minimum of two (2) tags reminding customer of the problem, but still provide the collection service.
- On the third tag, Contractor shall give the customer notice of the reasons for refusing to collect, citing the appropriate reasons therefore. A special charge will be assessed to the customer for servicing of container ~~as specified in Exhibit A~~ if problem is not resolved.
- The notice shall be given by means of a tag no smaller than 3" X 7" securely fastened to the container or article not collected.

Section 12 INDUSTRIAL COLLECTION

Contractor may provide industrial refuse collection services in the City of Lodi in accordance with City Municipal Code.

Section 13 TIME OF COLLECTION

Contractor shall not commence collection of solid waste in residential areas prior to ~~5:30~~5:00a.m. and 5:00a.m. in commercial areas or continue collection after 6:00p.m. All collections shall be made as quietly as possible, and conform to any Federal, State, County or City noise level regulations.

Section 14 COMPLAINTS

- Contractor will receive and handle all complaints. Upon receipt of the complaints, Contractor shall investigate and resolve the complaint with the complainant. Contractor shall keep a record of all complaints and forward to City on a quarterly basis. Should Contractor not render collection service within forty-eight (48) hours after a missed collection complaint is reported to its authorized representative, City may make whatever arrangements are necessary, in its opinion to provide the collection service. For all such costs, charges and damages incurred by City, together with the costs of completing the work Contractor shall be liable and all such costs may be charged against any monies due or which may become due Contractor. Contractor shall identify and contact complainant to alleviate the condition causing the complaint.
- City shall notify Contractor of any complaint reported to City. It shall be the duty of Contractor to take whatever reasonable steps may be necessary to remedy the cause of the complaint within ~~24~~forty-eight (48) hours after initial receipt and notify City of its disposition.

Section 15 DISPOSAL SITE DESIGNATION

- All refuse collected in the Service Area shall be transported by Contractor to an approved disposal site. Loads taken to disposal sites will be accounted for by weighing and paid for by Contractor at the then current rate. Contractor shall follow all established rules and regulations

when operating on any disposal site. Contractor's operators shall follow all directions given by the landfill spotter when delivering solid waste material.

- b. Contractor may dispose of waste collected under the terms of this Agreement at Contractor's Transfer Station. Contractor shall be required to weigh all loads collected in the City and hauled to the Transfer Station Contractor will keep track and maintain the records of tonnages hauled to and transferred from the Transfer Station. Except for materials retained for recycling, Contractor shall transport collected refuse to the North County Sanitary Landfill for disposal or to such other disposal sites as City may from time to time designate.

Section 16 COLLECTION VEHICLES

- a. Contractor shall provide and maintain during the entire period of this Agreement a fleet of modern packer-type collection vehicles sufficient in number and capacity to efficiently perform the work and render the services required of Contractor by this Agreement. Contractor shall provide evidence satisfactory to City of its ability to furnish adequate backup vehicles and personnel.
- b. Each collection vehicle shall be kept in a sanitary condition, good appearance and good repair at all times. City reserves the right to inspect Contractor's collection vehicles at any reasonable time to ascertain said condition.
- c. The noise level for the collection vehicles during the stationary compaction process shall meet current State and local standards.
- d. Each truck at all times shall be equipped with a shovel and a broom or rake, intended for the collection of spilled refuse. All vehicles shall be equipped with spill kits to be used in the event of a spill and to prevent fluids or oils from flowing into storm-water drains.
- e. Contractor's vehicles and other equipment must be clearly identified with the name and phone number of Contractor's office on each side of the equipment.
- f. Contractor shall furnish to City upon request a list identifying all equipment to be used in fulfilling this agreement and notify City of any additions or deletions.

Section 17 LAWS TO BE OBSERVED

Contractor shall at all times observe and comply with all Federal and State laws, local laws, ordinances, orders, rules, and regulations of the Federal, State, County, or local governments.

Section 18 FAMILIARITY WITH LAWS AND ORDINANCES

The signing of this Agreement shall be considered as a representation that Contractor is familiar with all Federal, State, and local laws, ordinances, and regulations which affect those engaged or employed

in the work, or equipment used in the work or which affect the conduct of the work; and, no plea of misunderstanding will be considered on account of ignorance thereof.

Section 19 TAXES

Contractor shall pay all applicable Federal, State and local taxes.

Section 20 INSURANCE

Contractor shall secure and maintain through out the duration of this Agreement, insurance of such types and not less than amounts as hereinafter listed.

- a. Workman's Compensation. Contractor shall carry with a company authorized under the laws of the State of California, a policy to protect Contractor against liability under the Workman's Compensation and Occupational Disease Statutes of the State of California.
- b. Vehicle Liability Insurance. Contractor shall carry, in Contractor's own name, a policy under a comprehensive form to insure the entire vehicle liability for Contractor's operation with limits of not less than \$5,000,000 combined single limit auto liability, each person, each accident bodily injury, and — for property damage liability. The policy shall be primary and shall name City, its Elected Officials, Officers, Agents and Employees as additional insureds with respect to the operation of vehicles owned or operated by the Contractor while performing work under the terms of this contract.
- c. General Liability. Contractor shall file with City and maintain on file throughout the term of this contract a comprehensive liability insurance policy issued by a company duly authorized to do business in the State of California, insuring both City and Contractor, with respect to the work performed by Contractor under the terms of this Agreement in an amount of not less then \$2,000,000.00 each occurrence combined single limit for injury or death to persons and for damage to property.
- d. A certificate of Insurance naming City, its Elected Officials, Officers, Agents and Employees as additional insured shall be filed with the City for each policy. Each certificate must be presented in a form and with provisions subject to the Risk Managers approval.
- e. Regardless of such approval by City, it shall be the responsibility of Contractor to maintain adequate insurance coverage at all times, and its failure to do so shall not relieve it of any contractual obligations or responsibility. Failure on the part of Contractor to maintain these insurance policies in full effect will be considered as a failure in Agreement performance and will be treated as such by City.

Section 21 CONTRACTOR TO INDEMNIFY CITY

Contractor shall indemnify and save harmless City, its Elected Officials, Officers, Employees and Agents from any and all claims, suits, or actions made or brought against the City, its officers, employees and agents for any and all injuries or damages, including, but not limited, attorney's fees and costs, experts' fees and costs, and consultants' fees and costs incurred by City in the defense of any such claim, suit or action, which results from or is caused by the negligent acts or willful misconduct of Contractor or its agents or subcontractors in doing the work and rendering the services provided for by this Agreement, excluding injuries or damages to the extent that they are caused by the negligent acts or willful misconduct of City or its employees, agents, subcontractors or elected officials. The extent of Contractor's liability under this section shall not exceed the amount of Contractor's proportionate share of fault.

Section 22 PERMITS

The Contractor shall obtain, at its own expense, all permits and licenses required by Federal, State, and local laws or ordinance and maintain same in full force throughout the term of this Agreement.

Section 23 PERSONAL LIABILITY OF PUBLIC OFFICIALS

Neither the City Council of Lodi nor any officers, employees or agents shall be personally responsible for any liability arising under or growing out of this Agreement or operations of Contractor under the terms of this Agreement.

Section 24 CITY NOT LIABLE FOR DELAY

It is further expressly agreed that in no event shall City be liable or responsible to Contractor or to any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings filed by persons not a party to this Agreement, or from or by or on account of any delay for cause over which City has no control.

Section 25 PUBLIC CONVENIENCE AND SAFETY

Contractor shall observe City Ordinances relating to encroachments, obstructing streets, keeping alleys or other rights-of-way open and protecting same, and shall obey all laws and City Ordinances controlling or limiting those engaged in the work. Contractor is granted the right of using the streets or alleys for the purpose if doing work specified in this Agreement, but is not granted exclusive use of such streets or alleys. Contractor shall handle the work in manner that will cause the least reasonable inconvenience and annoyance to the general public and to the property owners. There is hereby reserved to City, every right and power which is required to be herein reserved or provided by any

ordinance or Charter of City, and Contractor agrees to be bound thereby and to comply with any action or requirements of City in its exercise of such rights or power, heretofore or hereafter enacted or established, subject to Section 7(f) of this Agreement. The awarding of this Agreement as provided for herein, shall not constitute a waiver or bar to the exercise of any governmental right of City. No right or exemption shall be granted to Contractor except those specifically prescribed herein.

Section 26 EXAMINATION OF THE SITE OF THE WORK

By the signing of this agreement, Contractor represents that he has carefully examined the collection sector, the disposal sites, specifications and all other Agreement documents, and that Contractor is fully informed concerning the requirements of this Agreement, the physical conditions to be encountered in the work, and the character, quality and the quantity of service to be performed, and of materials and equipment to be furnished. Negligence or inattention of Contractor in determining site conditions prior to signing the contract, in any phase of its performance of the work, shall be grounds for refusal by the City Manager to agree to additional compensation for additional work caused by such negligence or inattention.

Section 27 VERBAL AGREEMENTS

No verbal agreement or conversation with any officer, agent or employee of City, either before or after execution of this Agreement, shall affect or modify any of the terms or obligations contained in this Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon City or Contractor.

Section 28 ASSIGNMENTS AND SUBCONTRACTING

- a. No performance to be rendered or payment due under this Agreement may be assigned or transferred, and Contractor shall not subcontract any work hereunder other than those specified in this agreement, without the prior written approval of the City ~~Manager~~ Council. Such assignment or subcontract will not be unreasonably withheld by the City ~~Manager~~ Council.
- b. ~~—Notwithstanding the foregoing, Contractor shall have the right, without seeking or obtaining approval or authority from City, to assign or transfer this Agreement to any entity that controls, is controlled by or is under common control with Contractor or that succeeds to Contractor by acquisition of all or substantially all of the equity or assets of Contractor, upon written notice to the City Council to engage in reorganizations, mergers, consolidations or similar transactions between or among entities owned by the same direct or indirect parent entity.~~

Section 29 BREACH OF CONTRACT - TERMINATION WITH CAUSE

- a. If Contractor fails to provide the solid waste, recycling, neighborhood cleanup, and green waste services required by this Agreement for a period in excess of five (5) consecutive, scheduled working days, other than by reason of Force Majeure, City may take the following actions:

1. At its option, take possession of all of Contractor's equipment and facilities used in the performance of this Agreement.
 2. Employ such means as it may deem advisable and appropriate to continue work until the matter is resolved and Contractor is again able to carry out its operations under this Agreement.
 3. Charge any and all operating expenses incurred by City against any money then due or to become due Contractor and, should the City's cost for continuing the operation exceed the amount due Contractor, collect the amount due from Contractor and also to assert a lien on all properties of Contractor.
 4. During such period, the liability of City to Contractor for loss or damage to equipment and facilities so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability.
- b. In the event Contractor shall be adjudged bankrupt under Chapter 7, either by voluntary or involuntary proceedings, then this Agreement shall immediately terminate and in no event shall this Agreement be, or be treated as, an asset of Contractor after adjudication of bankruptcy.
- c. Failure to perform any material part of this Agreement, other than by reason of Force Majeure, shall be considered a breach of this Agreement. Should Contractor fail to perform any of this Agreement's material obligations, other than by reason of Force Majeure, City may in its option terminate this Agreement after the lapse of the applicable cure period.
- d. In the event of termination of this Agreement for breach, default, or bankruptcy as specified above, City shall have the right to forthwith take possession of all Contractor's equipment, facilities, and records used in the performance of this contract.
1. City shall have the right to retain possession of said equipment, facilities, and records until other such items can be acquired by City for operation of the system or another Contractor is engaged to perform the service.
 2. City shall have the right at its option to purchase Contractor's equipment and facilities at the fair market value thereof. However, all waste carts (e.g., refuse, recycling and yard and garden) are the property of the citizens of City and shall be retained in service for use by City or subsequent contractor.
 3. City shall pay Contractor the reasonable rental value of such equipment, facilities during the time the same are used by City. Liability of City to Contractor during this period shall be that of a bailee for hire, ordinary wear and tear specifically exempt from such liability.
- e. City hereby expressly retains the right to terminate this Agreement with cause prior to the expiration of the full term of this Agreement. Termination may be effectuated by service of

notice upon Contractor, in writing, of City's intent to terminate. Service of the notice to terminate shall be deemed to have been made five days after the date of mailing of the notice to Contractor by City. Nothing contained in this Agreement shall be construed to affect the right of City to terminate this Agreement for cause or breach of contract. Contractor and City may agree, upon mutually satisfactory terms, for the termination of all or any part of the business of this Agreement prior to the expiration of the term of this Agreement.

- f. **Criminal Conviction.** In the event any contract manager, officer or director of Contractor is convicted of fraud, bribery or attempted bribery of a public officer or employee, embezzlement, extortion, racketeering, false claims, false statements, forgery or any similar felony involving business dishonesty, Contractor shall promptly terminate from employment or remove from office the convicted employee, officer or director and eliminate the ability of such employee, officer or director to manage, supervise or influence the decisions or actions of the Contractor or any parent company of Contractor. If Contractor fails to comply with the foregoing obligation, Contractor may be considered in breach of this Agreement and City may terminate this Agreement at City's option as provided in this section.
- g. **Force Majeure.** The performance of this Agreement may be discontinued or temporarily suspended in the event of Force Majeure. Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if Contractor's performance is prevented or delayed by Force Majeure. Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances, and litigation, including appeals, shall be entirely within the discretion of Contractor, and Contractor may make settlement thereof at such time and on any such terms and conditions as it may deem to be advisable, and no delay in making such settlement shall deprive Contractor of the benefit of this Section. "Force Majeure" means acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, explosions, governmental restraint or other causes, whether of the kind enumerated or otherwise, which are not reasonably within the control of the party affected by the Force Majeure event.
- h. **Cure.** Except for the occurrence or existence of Force Majeure, in the event of any material failure or refusal of Contractor to comply with any obligation or duty imposed on Contractor under this Agreement, Contractor and City shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on the informal resolution or cure of the breach, City shall have the right to terminate this Agreement upon written notice to Contractor if, following such informal meeting: (i) the City shall have given written notice to Contractor specifying the particular default or defaults which, unless corrected, constitute a material breach of this Agreement on the part of Contractor, and (ii) Contractor shall have failed to cure such default or defaults within thirty (30) calendar days thereafter or, if the breach or default cannot reasonably be cured within such period and if diligent efforts to cure promptly commence, then the cure period shall continue as long as such diligent efforts to cure continue, but not beyond a period of ninety (90) calendar days.

Section 30 NON-DISCRIMINATION IN EMPLOYMENT

Contractor, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, sex or national origin, nor otherwise commit an unfair employment practice. Contractor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of services, and all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or service in connection with this contract.

Section 31 EMPLOYEES

- a. All subcontractors, superintendents, foremen, and workmen employed by Contractor shall be competent and careful workmen skilled in their respective trades,
- b. Contractor shall not employ any person who repeatedly engages in misconduct or is incompetent or negligent in the due and proper performance of its duties.
- c. Contractor shall enforce a policy which prohibits an employee from being under the influence of, intoxicated by, or otherwise impaired by drugs and/or alcohol while on duty or on company property. Any employee with a positive drug/alcohol screen will be subject to termination.
- d. Employees driving Contractor's vehicles shall at all times possess and carry an appropriate and valid vehicle operator's license issued by the State of California.
- e. Contractor's employees, officers, agents and subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees or agents of City.
- f. All persons employed by Contractor to collect refuse shall be required to wear clean uniforms when on duty. Uniforms shall bear a distinctive logo identifying the wearer as an employee of Contractor.

Section 32 CLAIMS

Contractor shall pay all just claims for the payment of employee and other labor for the payment of furnished materials service and equipment, for rentals, disposal and all other operating expenses associated with and complying with the terms of this Agreement.

Section 33 INDEPENDENT CONTRACTOR

- a. All services delivered by Contractor under this Agreement shall be provided under the coordination of City. It is understood and agreed that Contractor is an independent contractor

and that no relationship of employer-employee exists between City and Contractor hereto. Contractor hereby holds City harmless from any and all claims that may be made against City, its Elected Officials, Officers, Employees or Agents based upon any contention by any third party that an employer-employee relationship exists be reason of this Agreement.

- b. It is further understood and agreed by the parties hereto ~~That that~~ Contractor in the performance of its obligations hereunder is subject to the control or direction of City merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results. No permitted or required approval by City of Contractor pursuant to this Agreement shall be construed as making the City responsible for the manner in which Contractor performs its services or for any acts, errors or omissions of Contractor, such approvals are intended only to give City the right to satisfy itself with the cost and status of work performed by Contractor.
- c. If, in the performance of this Agreement, Contractor employs any third persons, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment, or requirements of law, shall be determined by Contractor, and City shall have no right or authority over such person or the terms of such employment. except as provided in Sections 6 and 20 of this Agreement.
- d. It is further understood and agreed that Contractor shall issue W-2 Forms for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

Section 34 CONSTRUCTION AND INTERPRETATION

It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply on construing or interpreting this Agreement.

Section 35 WAIVER

The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.

Section 36 SUCCESSORS AND ASSIGNS

This Agreement shall bind and inure to the benefits of the respective successors and assigns of the parties.

Section 37 TIME

Time is of the essence in the performance of each and every term of this Agreement,

Section 38 TERM OF AGREEMENT

- a. The term of this Agreement shall be from April 1, 2002 through March 31, 2010 .
- b. At the City's option; and with Contractor's concurrence, this agreement may be renewable for seven-year increments by giving the Contractor notice of renewal not later than ~~eighteen~~ twelve months prior to the expiration of the term then current.
- c. At the end of the term of this Agreement, if City implements alternative service programs in the Contractor Service Area, Contractor shall have no financial claim against City of any type or amount. Contractor specifically acknowledges and understands in this regard that Contractor shall provide the required services under this Agreement, during the term of this Agreement, at the herein agreed compensation, and do so under circumstances where, despite having provided quality service to City, the Agreement may expire on March 31, 2010, at which point City would have no remaining financial, legal or other obligation to the Contractor and Contractor would have no expectations of any such further obligation on the part of City

Section 39 NOTICES

Notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To City	H. Dixon Flynn	To Contractor	Central Valley Waste Services
	City Manager		1333 East Turner Road
	221 West Pine Street		Lodi, CA 95240
	Lodi, CA 95240		

Section 40 ENTIRE AGREEMENT

This Agreement constitutes the sole, final, complete, exclusive, integrated expression and statement of the terms and conditions of this Agreement and understanding between City and Contractor concerning the subject matter addressed herein, and supersedes all prior negotiations, representations, or agreements, written or oral, relating to the subject matter of this Agreement. This Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto. This Agreement may be amended from time to time by mutual agreement of City and Contractor; and, with the consent of Contractor, but at the sole, independent election of the Lodi City Council to do so, may be renewed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

USA WATE OF CALIFORNIA, INC.,DBA
CENTRAL VALLEY WASTE SERVICES

CITY OF LODI

By: _____
Printed name: _____
Title: _____

By: _____
Printed name: _____
Title: _____

RESOLUTION NO. 2002-36

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A NEW FRANCHISE
SERVICE AGREEMENT WITH CENTRAL VALLEY WASTE
SERVICES, INC., FOR SOLID WASTE REMOVAL

=====

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize the City Manager to execute a new franchise service agreement with Central Valley Waste Services, Inc., for solid waste removal; and

BE IT FURTHER RESOLVED, that the new agreement will take effect April 1, 2002 and expire March 31, 2010; with the City of Lodi having the option to renew for a seven-year period at the end of the term.

Dated: February 20, 2002

=====

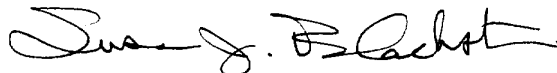
I hereby certify that Resolution No. 2002-36 was passed and adopted by the Lodi City Council in a regular meeting held February 20, 2002 by the following vote:

AYES: COUNCIL MEMBERS – Howard, Land, Nakanishi, and Mayor
Pennino

NOES: COUNCIL MEMBERS – Hitchcock

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk

CITY COUNCIL

PHILLIP A. PENNINO, Mayor
SUSAN HITCHCOCK
Mayor Pro Tempore
EMILY HOWARD
KEITH LAND
ALAN S. NAKANISHI

CITY OF LODI

PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

H. DIXON FLYNN
City Manager
SUSAN J. BLACKSTON
City Clerk
RANDALL A. HAYS
City Attorney
RICHARD C. PRIMA, JR.
Public Works Director

February 14, 2002

Mr. Alex Oseguera
District Manager
Central Valley Waste Services, Inc.
P. O. Box 241001
Lodi, CA 95241-9501

Mr. Tom Sanchez
Division Contract Manager
Central Valley Waste Services, Inc.
1101 West Tokay Street, Suite 4
Lodi, CA 95240

SUBJECT: Solid Waste Removal Items

Enclosed is a copy of the background information on the solid waste items on the City Council agenda of Wednesday, February 20, 2002. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

These items are on the regular calendar for Council discussion. We plan on you being there to make a presentation, if necessary.

If you have any questions about communicating with the Council, please contact Susan Blackston, City Clerk, at 333-6702.

If you have any questions about the item itself, please call me at 333-6800, ext. 2658, or Richard Prima at 333-6759.



Rebecca A. Areida
Management Analyst

RAA/lm

Enclosure

cc: City Clerk

CENTRAL VALLEY WASTE MANAGEMENT SERVICES



RECEIVED

2002 FEB 14 PM 4:01

CITY CLERK
CITY OF LODI

February 13, 2002

Lodi City Council
P.O. Box 3006
Lodi, California 95241

Dear Mayor and Council Members,

It has come to my attention that you will consider renewing the franchise agreement with Central Valley Waste Management Services in the very near future. I would like to take this method and opportunity to support their request for renewal.

I manage several office complexes in Lodi and had a very good relationship with Central Valley Waste. They have been very pro-active in helping me keep costs at a minimum. Problems are always addressed in a timely and professional manner. In particular I would like to commend the work of Mr. Bill Ferrero. Bill has been my contact person over the past several years and it has been a pleasure doing business with him.

Thank you for your time and attention to this matter.

Sincerely yours,

Randy Snider

rule



LODI GRAPE FESTIVAL & HARVEST FAIR

RECEIVED

2002 FEB 14 PM 4:02

CITY CLERK
CITY OF LODI

February 13, 2002

Lodi City Council
P. O. Box 3006
Lodi, CA 95241

On behalf of everyone associated with the Lodi Grape Festival, I would like to thank Central Valley Waste Services for not only being a valued corporate sponsor of the annual Festival but also for doing such a wonderful job of servicing our fairgrounds all year.

They have worked with us diligently to see that we do everything possible to keep our trash removal costs down, and they provide the best equipment available to help us do that job. Their staff can always be relied upon to assist us knowledgeably with the diverse needs of our busy venue. Central Valley Waste Services is the best at what it does, and we appreciate them for helping us be the best that we can be.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark A. Armstrong".

Mark A. Armstrong
General Manager

MAA:mms

February 19, 2002

Honorable Mayor Phil Pennino
and Lodi City Council
Public Works Office

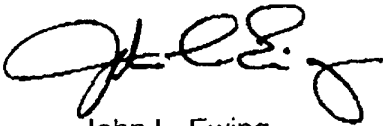
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FEB 20 2002

City Clerk
City of Lodi

Dear Mayor Pennino and Lodi City Council Members,

I am writing to you as a ten-year resident of Lodi to urge you to renew the contract with Central Valley Waste Services for recycling and trash collection services. Central Valley Waste Services has been an excellent service provider to my family during those ten years. Their drivers are professional as well as willing to help when needed. The company has in the past and continues today to be an organization committed to our community. They have provided support to our schools, civic clubs and sporting teams through cash donations, in-kind services and employees volunteering their time. I have two sons who have played or are currently playing competitive soccer through the BOBS organization. Both of my son's teams have benefited from the financial generosity of Central Valley Waste Services. Employees of the company have volunteered their time to the teams and on occasion, the use of the company's Turner Road facility. Central Valley Waste Services deserves our re-commitment to them.



John L. Ewing

February 18, 2002

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FEB 20 2002

City Clerk
City of Lodi

Lodi City Council
C/o City Clerk's Office
P.O. Box 3006
Lodi, CA 95241-1910

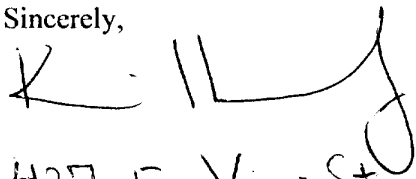
Dear Mayor and Council Members,

I am writing this letter to support Central Valley Waste Services and the recent contract extension proposal. Having lived on the east side of Lodi for 22 years, I have seen CVWS as a professional company that strives to improve its programs but continues to keep its costs fair and reasonable for us citizens.

There's no doubt that they work very hard at maintaining the highest levels of customer service and community involvement.

I strongly urge you to extend the contract with Central Valley Waste Services and see no need for the City of Lodi to look elsewhere for waste services.

Sincerely,



427 E. Vine St.

Lodi CA 95240

February 18, 2002

RECEIVED

FEB 20 2002

City Clerk
City of Lodi

Lodi City Council
C/o City Clerk's Office
P.O. Box 3006
Lodi, CA 95241-1910

Dear Mayor and Council Members,

I am writing this letter to support Central Valley Waste Services and the recent contract extension proposal. Having owned restaurants in Lodi for 17 years, I have seen CVWS as a professional company that strives to improve its programs but continues to keep its costs fair and reasonable for its customers.

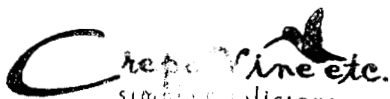
There's no doubt that they work very hard at maintaining the highest levels of customer service and community involvement.

I strongly urge you to extend the contract with Central Valley Waste Services and see no need for the City of Lodi to look elsewhere for waste services.

Thank you for your time.

Sincerely,

Jane K. Hughes


simple & delicious
114 West Pine Street • Lodi, CA 95240
209-366-CREPE (2737)



RECEIVED

FEB 19 2002

City of Lodi
City of Lodi

February 15, 2002

Phil Pennino
Mayor, City of Lodi
c/o Susan Blackston
221 W. Pine St
Lodi CA 95240

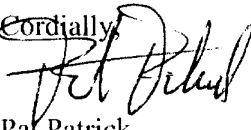
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Dear Mayor,

I'm writing on behalf of Central Valley Waste Services. I urge you and the Council to support Central Valley Waste Services by continuing with and extension of current contractual agreements.

Never have I heard one complaint about CVWS from any of our 600 plus membership. What I have heard from the membership is what I personally experience as a resident and business manager. CVW service's are consistently dependable and delivered through friendly, community minded people.

The organization contributes mightily through volunteerism of its management employees, sponsorships and contributions to many charitable and worthwhile causes. Please support this extension request.

Cordially,

Pat Patrick
President/CEO



RECEIVED

FEB 19 2002

City Clerk
City of Lodi

975 S. Fairmont Avenue • P.O. Box 3004 • Lodi, California 95241 • 209/334-3411 • 209/368-3745 (fax)

February 14, 2002

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Lodi City Council
C/o City Clerk's Office
P.O. Box 3006
Lodi, CA 95241-1910


Dear Mayor and Council Members,

I am writing this letter to support Central Valley Waste Services and the recent contract extension proposal they have initiated with the City of Lodi.

Central Valley Waste Services has provided high quality refuse service in the City of Lodi for many years. Their performance record is unblemished in the communities they serve and they work very hard at maintaining the highest levels of customer service and community involvement. Our own experience at Lodi Memorial Hospital reinforces the quality of services they provide.

I strongly urge you to extend the contract with Central Valley Waste Services because of their long history of quality programs and customer service. Their professional approach to business is deserving of a re-commitment to them.

Sincerely,



Joseph P. Harrington, CEO
Lodi Memorial Hospital



St. Anne's School

200 S. Pleasant Ave. Lodi, CA 95240

(209) 333-7580

RECEIVED

FEB 19 2002

City Clerk
City of Lodi

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February 14, 2002

Lodi City Council
C/o City Clerk's Office
P O Box 3006
Lodi, CA 95241-1910

Dear Mayor and City Council Members,

I am writing this letter to support Central Valley Waste Services' contract extension. Having worked in Lodi for many years, I have seen CVWS emerge as a progressive and professional company that strives to improve its programs while keeping its costs to citizens fair and reasonable.

Central Valley Waste Services has proven over the past that it cares about Lodi. They employ many local residents, assist and contribute to school education programs and are involved in the community. They have donated refuse pick-up for our various events numerous times.

I strongly support the contract extension for Central Valley Waste Services and see no need for the City of Lodi to look elsewhere for waste services. Central Valley Waste Service has been a top-notch service provider and a good corporate citizen.

Respectfully submitted,

Dennis Taricco
Principal

CertainTeed Corporation
300 S. Beckman Road
Lodi, CA 95240
209.365.7500
800.527.7243
Fax 209.334-4300

RECEIVED
FEB 19 2002
City Clerk
City of Lodi

CertainTeed

February 15, 2002

Lodi City Council
c/o City Clerk's Office
P.O. Box 3006
Lodi, CA 95241-1910

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Dear Mayor and Council Members:

Our company has been served by Central Valley Waste Services since our move to Lodi in late 1997 and early 1998. We have found them to be a dependable company that has strived to provide top-level service, has work creatively to solve problems as they have arisen, and have displayed integrity in the dealings we have had with them.

Because of our involvement with them in the Lodi Chamber of Commerce, we have had the opportunity to see their top managers up close, and to learn of the many ways they have helped the citizens and organizations of Lodi. It is obvious they have a corporate philosophy of "giving back" to the community.

Because of the above, we request that the Council strongly consider the extension of their contract for serving Lodi's businesses and citizens. They have earned our loyalty with their actions.

Sincerely,



Alan D. Archer
Human Resources Manager

WOODBIDGE

RECEIVED

FEB 19 2002

City Clerk
City of Lodi

February 14, 2002

Lodi City Council
C/o City Clerk's Office
P.O. Box 3006
Lodi, CA 95241-1910

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Dear Mayor and Council Members:

I am writing this letter to support Central Valley Waste Services and the recent contract extension proposal they have initiated with the City of Lodi.

Central Valley Waste Services has provided high quality refuse service in the City of Lodi for many years. Their performance record is unblemished in the communities they serve and they work very hard at maintaining the highest levels of customer service and community involvement.

I strongly urge you to extend the contract with Central Valley Waste Services due to their long history of quality programs and customer service. Their professional approach to business is deserving of a renewed commitment to them.

Sincerely,



Bradley Alderson
Vice President and General Manager

BA/alm



FOR THE MAYOR, CITY CLERK

Boy Scouts of America
Lodi Area Christmas Tree Pick-up Committee

PO Box 1165, Lodi, California 95241

RECEIVED

FEB 19 2002

City Clerk
City of Lodi

February 17, 2002

Lodi City Council
Attention: City Clerk
PO Box 3001
Lodi, CA 95241

Dear City Council,

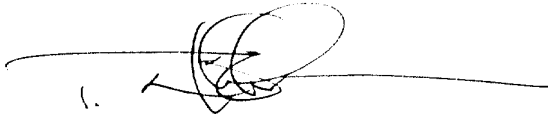
I am writing on behalf of Central Valley Waste Services to express my support for the renewal of their contract with the City of Lodi.

For the past five years I have served as chairman of the Christmas tree pickup that is held in Lodi each year shortly after New Years. The event is a cooperative effort between Central Valley Waste Services, local Boy and Cub Scout units, and several other organizations.

Over the years, I have seen that Central Valley Waste Services is an organization that is dedicated to our community. Each year it provides a format the Scouts conveniently use to raise funds for their operational expenses. It also helps the youth by giving the event advertising. All of this in full knowledge that the resale value of the Christmas trees it will receive and process is well below the cost of running the event for a day. But they are willing to extend the effort so the boys and our community may benefit.

I encourage you to renew the contract with CVWS.

Sincerely,

A handwritten signature in black ink, appearing to be "Tom Hoffman", written over a horizontal line.

Tom Hoffman, Chairman
Christmas Tree Pick Up Committee

February 18, 2002

RECEIVED
FEB 19 2002
City Clerk
City of Lodi

Mayor Phillip Pennino &
Lodi City Council
City Clerk's Office
PO Box 3006
Lodi, CA 95241-1910


Dear Mr. Mayor and Lodi City Council,

I am writing to you as a long time Lodi resident to urge you to support the renewal of the contract between the City of Lodi and Central Valley Waste for recycling and trash collection services. I believe I may be speaking for my entire neighborhood when I tell you that Central Valley Waste has serviced my area wonderfully.

Central Valley Waste is a company that is very much involved with the community of Lodi. They have sponsored field trips to educate our youth about the benefits of recycling, volunteered time and provided cash contributions to various causes in our community. I personally know several of their employees who have volunteered their time to the youth of this city.

I believe the City of Lodi will continue to be well served by Central Valley Waste Services in the future.

Sincerely,


Linda Backman

Backman
507 N. Lower Sacramento
Lodi, CA 95242

Mayor Phillip Pennino
Lodi City Council
City Clerk's Office
PO Box 3006
Lodi, CA 95241-1910

95241-1910



Maintenance and Operations

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FEB 19 2002

City Clerk
City of Lodi

February 16, 2002

Lodi City Council
C/o City Clerk's Office
P.O. Box 3006
Lodi, CA 95241-1910

Dear Mayor and City Council Members,

It has been brought to my attention that the Central Valley Waste Services contract extension is up for renewal with the City of Lodi. I would like to take a few minutes of your time to express my support for Central Valley Waste Services.

In my position as Operations Supervisor it is my responsibility to oversee waste removal and recycling programs for the school district, which includes 30 schools and facilities that are serviced by Central Valley Waste Services. I can tell you first hand that their service record is outstanding, and they truly are a company that puts customer service first. In an ever-changing society it is refreshing to work with a company who does stand tall and delivers on their promises. If a situation arises . . . I know I can count on them to be there.

Aside from the waste removal and recycling services they provide for us, they also contribute to school education programs, provide tours of their recycling facility to classes, and also provide education about their recycling programs. I do know that they are very also very involved in our community.

I strongly urge you to extend the contract with Central Valley Waste Services because of their long-standing commitment to our community and their reputation of excellent service. I believe that they are very deserving of this contract extension.

Sincerely,

Andi Kutlik
Operations Supervisor

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1305 E. Vine St.
Lodi, CA 95240

209-331-7181 • 209-953-8181
209-331-7632 Fax



RECEIVED

FEB 19 2002

City Clerk
City of Lodi

February 16, 2002

Lodi City Council
P.O. Box 3006
Lodi, Ca. 95241

Dear Mayor and Council Members,

Reading the agenda for the next council meeting
I noticed the renewal for the Central Valley Waste
Service is due.

As a business and home owner I feel CVWS is supplying
the citizens of Lodi excellent service. Their
representatives and employees are very helpful
and courteous. They are involved in our community
and contribute daily to our well being.

I would encourage you to renew the contract with
Central Valley Waste Service.

Sincerely,

4653 Pacific Ave.
Stockton, CA 95207

730 West Lodi Avenue
Lodi, CA 95240

(209) 474-8701

(209) 369-8441



RECEIVED

FEB 20 2002

City Clerk
City of Lodi

February 14, 2002

Lodi City Council
C/O City Clerk's Office
P.O. Box 3006
Lodi, CA 95241-1910

Dear Mayor and Council Members,

I am writing this letter to support Central Valley Waste Services' contract extension. Having worked in Lodi Unified School District for 5 years, I have seen CVWS emerge as a progressive and professional company that strives to improve its programs while keeping its costs to citizens fair and reasonable.

Central Valley Waste Services has proven over the past that it cares about Schools & children. They employ many local residents, assist and contribute to school education programs and are involved in the community. They also educate children as to the merits of recycling through presentations made directly to our students.

I strongly support the contract extension for Central Valley Waste Services and see no need for the City of Lodi to look elsewhere for waste services. Central Valley Waste Services has been a top-notch service provider and a good corporate citizen.

Respectfully submitted,

Helen L. Smith
Principal of George Washington Elementary School

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831 W. Lockeford St.
Lodi, CA 95240

209-331-7451 • 209-953-8451
209-331-7320 Fax



Office of the Superintendent

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FEB 20 2002

City Clerk
City of Lodi

February 19, 2002

Lodi City Council
P. O. Box 3006
Lodi, CA 95241-1910

Lodi City Council:

The Lodi Unified School District has appreciated, over the past several years, an excellent relationship and partnership with Central Valley Waste Services. Not only is this company a reliable and cooperative business, they also support school educational programs. The leadership that Central Valley Waste Services provides our school community is also another asset this company brings to our partnership.

There are several efforts that Central Valley Waste Services makes with our school district. We are greatly appreciative of the school district and Central Valley Waste Services to teach our children to have a safe and clean environment. Numerous schools visit the Materials Recovery Facility to learn about how materials can be recycled. Another benefit for our children who go on field trips is that they can see a business in operation. Central Valley Waste Services, in addition, provides cash donations for program and equipment that directly benefit the students.

Through the Chamber of Commerce and other organizations I have come to appreciate the leadership that Central Valley Waste Services provides to school-related issues. The company devotes staff to chair such committees as the School Relations Committee for the Chamber of Commerce, and is also willing to have its executives sit on school district committees and participate in our decision-making process. It is clear to the school district that Central Valley Waste Services is not only a good business but also has genuine interest of our entire community at heart.

Central Valley Waste Services is a wonderful company with which to do business. Recently, we extended our contract through our maximum term of five years because of the outstanding relationship and service that this company provides. We urge you to extend their contract with the City as well.

Speaking on behalf of Lodi Unified School District, we appreciate the community involvement, spirit and support that Central Valley Waste Services has consistently demonstrated.

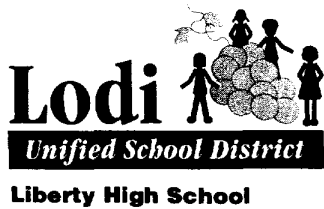
Sincerely,

William Huyett
Superintendent

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1305 E. Vine St.
Lodi, CA 95240-3148

209-331-7010 • 209-953-8010
209-331-7256 Fax



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FEB 20 2002

City Clerk
City of Lodi

February 15, 2002

Lodi City Council
C/o City Clerk's Office
P.O. Box 3006
Lodi, CA 95241-1910

Dear Mayor and Council Members

I am writing this letter in support of Central Valley Waste Services' contract extension proposal currently being considered by the City of Lodi. This letter is submitted on behalf of the grateful students and staff of Liberty High School.

We consider Central Valley Waste Services to be a community partner with our school. The courteous, thoughtful and reliable refuse and recycling services we receive are only a part of the partnership. CVWS also provides on call educational support services and mentoring for our Senior Project and other programs. Additionally, we annually receive a generous monetary grant from CVWS which is used to support our student recognition program.

We would strongly support the proposed contract extension for Central Valley Waste Services. They are a solid and locally evolved business that only gets better and more committed to the welfare of our community.

Respectfully submitted,

Robert Rivas, Principal

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660 W. Walnut St.
Lodi, CA 95240

209-331-7633 • 209-953-8633
209-331-7624 Fax

Boy Scouts of America
Lodi Area Christmas Tree Pick-up Committee

PO Box 1165, Lodi, California 95241

RECEIVED

FEB 20 2002

City Clerk
City of Lodi

February 17, 2002

Lodi City Council
Attention: City Clerk
PO Box 3001
Lodi, CA 95241

Dear City Council,

I am writing on behalf of Central Valley Waste Services to express my support for the renewal of their contract with the City of Lodi.

For the past five years I have served as chairman of the Christmas tree pickup that is held in Lodi each year shortly after New Years. The event is a cooperative effort between Central Valley Waste Services, local Boy and Cub Scout units, and several other organizations.

Over the years, I have seen that Central Valley Waste Services is an organization that is dedicated to our community. Each year it provides a format the Scouts conveniently use to raise funds for their operational expenses. It also helps the youth by giving the event advertising. All of this in full knowledge that the resale value of the Christmas trees it will receive and process is well below the cost of running the event for a day. But they are willing to extend the effort so the boys and our community may benefit.

I encourage you to renew the contract with CVWS.

Sincerely,



Tom Hoffman, Chairman
Christmas Tree Pick Up Committee

**LODI****TRUCK SERVICE, INC.**

POST OFFICE BOX 1120
 LODI, CALIFORNIA 95241
 PHONE (209) 334-4100
 FAX (209) 333-0609

RECEIVED

FEB 20 2002

City Clerk
 City of Lodi

**tiger
lines
inc.**

POST OFFICE BOX 1940
 LODI, CALIFORNIA 95241
 PHONE (209) 334-4102
 FAX (209) 333-7223

Thursday, February 14, 2002

Lodi City Council
 C/o City Clerk's Office
 P.O. Box 3006
 Lodi, CA 95241-1910

Dear Mayor and Council Members:

This letter is in support of Central Valley Waste Services' (CVW Services) contract extension. My family believes that we have a somewhat unique perspective of CVW Services not only being long time residents of Lodi, but also that our family business is a vendor for CVW Services.

My family has lived in and served Lodi for over three generations and has enjoyed the refuse duties that CVW Services has performed. Our 200+ employees, many of whom are also Lodi residents, also benefit from the business support we receive as a transportation provider for CVW Services.

We are very impressed with their corporate citizenship, not just in Lodi, but in every market we have been fortunate enough to serve them in. The employee base at Tiger Lines, Inc. strongly urges the Council to extend the contract and allow CVW Services to continue to provide the high level of refuse service that we citizens have grown accustomed to.

Sincerely,

Dennis Altnow
 President

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FEB 19 2002

City Clerk
City of Lodi

February 19, 2002

Lodi City Council
C/O City Clerk's Office
P. O. Box 3006
Lodi, CA 95241-1910

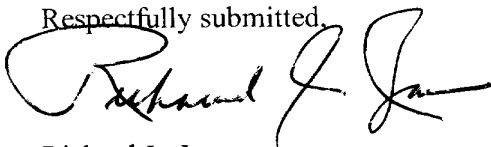
Dear Mayor and Council Members,

I am writing this letter to support Central Valley Waste Services contract extension. Having lived in Lodi for 9 years, I have seen CVWS emerge as a progressive and professional company that strives to improve its programs while keeping its costs to citizens fair and reasonable.

Central Valley Waste Services has proven over the past that it cares about Lodi. They employ many local residents, assist and contribute to school education programs and are involved in the community.

I strongly support the contract extension for Central Valley Waste Services and see no need for the City of Lodi to look elsewhere for waste services. Central Valley Waste Services has been a top-notch service provider and a good corporate citizen.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Richard J. Jones".

Richard J. Jones

RECEIVED

FEB 19 2002

City Clerk
City of Lodi

February 19, 2002

Lodi City Council
C/O City Clerk's Office
P. O. Box 3006
Lodi, CA 95241-1910

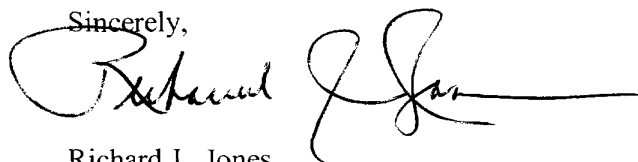
Dear Mayor and Council Members,

I am writing this letter to support Central Valley Waste Services and the recent contract extension proposal they have with the City of Lodi.

Central Valley Waster Services has provided high quality refuse service in the City of Lodi for many years. Their performance record is unblemished in the communities they serve and they work very hard at maintaining the highest levels of customer services and community involvement.

I strongly urge you to extend the contract with Central Valley Waste Services because of their long history of quality programs and customer service. Their professional approach to business is deserving of a re-commitment to them.

Sincerely,



Richard J. Jones
President/CEO

<input checked="" type="checkbox"/> CC	<input type="checkbox"/> HR
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FRED WEYBRET BUILDING
275 East Poplar St.
P.O. Box 244
Lodi, CA 95241
Tel 209-334-2697
Fax 209-334-1305

Thornton Branch:
209-810-2290

Officers

Janet Keeter
Chairperson

Denny Perak
Thomas M. Stokes
Vice Chairman

Doreen Rice
Secretary

Beverly Fletcher
Chief Financial Officer

Board of Directors

John Beckman
Barbara Brovelli
Jeffrey Brusa
Audrey Clark
Jim Collins
Bill Huyett
Dan Lewis
John Marshall
Victoria Mettler
Dr. Robert Padilla
Ken Paige
Michael Pretz
Lt. Chet Somera
Ronald Sorensen
Michele Sprague
Nils Truissen
Peter Westbrook
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Evelyn Olson
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President & CEO

Richard J. Jones

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John Borelli
Jack Siegluck
Col. Daniel Walker
Johnella Walker